

1 McGREGOR W. SCOTT
United States Attorney
2 ANNE PINGS
Assistant U.S. Attorney
3 501 I Street, Suite 10-100
Sacramento, California 95814
4 Telephone: (916) 554-2785
5
6
7

8 IN THE UNITED STATES DISTRICT COURT FOR THE
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,)	2:03-CR-103-FCD
)	
12 Plaintiff,)	STIPULATION FOR SETTLEMENT
)	AND ORDER THEREON
13 v.)	RE: REAL PROPERTY AT
)	13450 APPLEWOOD WAY
14 DUC KHIEM NGO,)	
)	
15 Defendant.)	
)	

17 This stipulated settlement is entered into between plaintiff
18 United States of America, and Petitioner Joseph Lee, by and through
19 their respective counsel, according to the following terms:

20 1. On February 23, 2005, the Court entered a Preliminary Order
21 of Forfeiture, forfeiting to the United States all right, title, and
22 interest of defendant Duc Khiem Ngo in the following property:

23 a. Real property located at 13450 Applewood
24 Way, Lathrop, California 95330, APN:196-
650-52.

25 2. Pursuant to 21 U.S.C. § 853(n)(2), third parties asserting
26 a legal interest in the above-described forfeited property are
27 entitled to a judicial determination of the validity of the legal
28 claims or interests they assert.

1 3. On May 12, 2005, Joseph Lee filed a Petition For Ancillary
2 Hearing on Forfeiture of Real Property. Joseph Lee asserts a claim
3 to the above-listed real property as part owner of the property.
4 Joseph Lee asserts that he and Duc Khiem Ngo decided to purchase
5 real property together as an investment. Joseph Lee further states
6 that the down payment on the above-listed real property was
7 \$46,358.49 and that he paid half of the down payment and Duc Khiem
8 Ngo paid half of the down payment. Additionally, Joseph Lee states
9 that his portion of the down payment came from money he had and from
10 money his parents had given him to invest on their behalf. Joseph
11 Lee further states that he agreed to put title to the property and
12 the loan in his name only, due to Duc Khiem Ngo's bad credit.

13 4. On May 27, 2005, a Stipulation and Order Re Interlocutory
14 Sale of Real Property Subject to Criminal Forfeiture was approved by
15 the Court and filed regarding the real property located at 13450
16 Applewood Way, Lathrop, California 95330, APN:196-650-52. The Order
17 provided that the U.S. Marshals Service would sell the real property
18 and pay any liens and expenses in escrow from the gross sales price.
19 The Order further provided that the net sale proceeds would be
20 deposited with the U.S. Marshals Service as the substitute res, and
21 held pending further order of the Court. The U.S. Marshals Service
22 has completed the sale of this real property.

23 5. Plaintiff recognizes that Joseph Lee has a claim for half
24 of the net proceeds from the sale of the real property located at
25 13450 Applewood Way, Lathrop, California 95330, APN:196-650-52. The
26 parties desire to settle the claim of Joseph Lee in full as follows:

27 a. Plaintiff United States of America agrees that upon
28 entry of a Final Order of Forfeiture forfeiting the net proceeds as

1 the substitute res in lieu of the real property located at 13450
2 Applewood Way, Lathrop, California, the U.S. Marshals Service will
3 pay petitioner Joseph Lee \$102,522.82, plus any interest that
4 accrues on that amount. Payment to Joseph Lee shall be made through
5 his attorney William F. Burns at 699 Peters Avenue, Suite B,
6 Pleasanton, California 94566.

7 b. The payment to Petitioner Joseph Lee, shall be in full
8 settlement and satisfaction of all claims by Joseph Lee, to the
9 Property indicted by the United States on or about March 6, 2003,
10 and of all claims arising from and relating to the seizure, sale,
11 and forfeiture of the Property. Petitioner Joseph Lee stipulates
12 and agrees to the entry of a Final Order of Forfeiture authorizing
13 the forfeiture of the balance of the sales proceeds.

14 6. No final order shall be entered in this action inconsistent
15 with or adverse to any provisions of this stipulation, and to the
16 extent any final order entered in this action is inconsistent with
17 or adverse thereto, such order shall be void as against Joseph Lee.

18 7. The parties agree to execute further documents, to the
19 extent necessary, to further implement the terms of this settlement.

20 8. The terms of this settlement agreement are contingent upon
21 forfeiture of the above listed asset to the United States and the
22 Court's entry of a Final Order of Forfeiture. Further, the terms of
23 this settlement agreement shall be subject to approval by the United
24 States District Court and any violation of any terms or conditions

25 ///

26 ///

27 ///

28 ///

1 shall be construed as a violation of an Order of the Court.

2 9. All parties will bear their own costs and attorney's fees.

3 DATED: 11/30/05

McGREGOR W. SCOTT
United States Attorney

4
5 /s/ Anne Pings
ANNE PINGS
6 Assistant U.S. Attorney

7
8 DATED: 11/22/2005

/s/ Lee Joseph
JOSEPH LEE
9 Petitioner

10
11 DATED: 11/28/05

/s/ William F. Burns
WILLIAM F. BURNS
12 Attorney for Petitioner Joseph Lee
13 (Original signatures retained by
14 attorney)

15 IT IS SO ORDERED.

16 DATED: December 5, 2005

/s/ Frank C. Damrell Jr.
FRANK C. DAMRELL JR.
17 United States District Judge
18
19
20
21
22
23
24
25
26
27
28